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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF A PAID UP OIL AND GAS LEASE

STATE OF TEXAS

COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Philip Benson, whose address is 4601 West 125th Street, Leawood, Kansas 66209 ("Lessor") executed that certain Paid Up Oil and Gas Lease dated May 20th, 2006, unto Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., whose address is P.O. Box 18496, Oklahoma City, Oklahoma, 73118, being the same lease referenced in that certain Memorandum of Oil and Gas Lease, under the same date which is recorded as Document #D206369980 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional forty-five (45) days as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

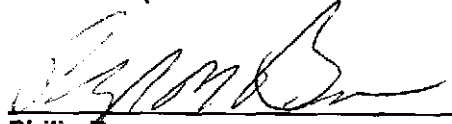
"The primary term shall extend to July 4, 2008, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby executed this 15th day of May, 2008.

LESSOR(whether one or more):


Philip Benson

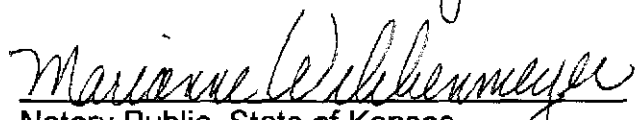
ACKNOWLEDGEMENT

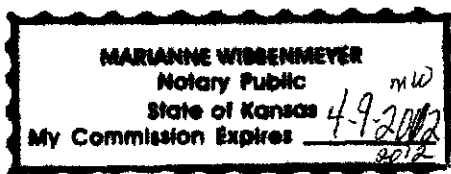
THE STATE OF KANSAS

COUNTY OF Johnson

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This instrument was acknowledged before me on this the 16 day of May, 2008, by Philip Benson.


Notary Public, State of Kansas





LIZ CHRISTIANSON
CHESAPEAKE ENERGY CORP
POB 18496
OKC OK 731540496
Submitter: TERRY HARRIS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

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WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/19/2008 01:56 PM
Instrument #: D208185887
LSE 2 PGS \$16.00

By: _____



D208185887

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OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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